



**PARTICIPANT RELEASE OF LIABILITY AND
ASSUMPTION OF RISK AGREEMENT**
READ BEFORE SIGNING

Participant Name _____

Northwest Mountain School, Inc. makes every responsible effort to safeguard program participants and their belongings. However, Northwest Mountain School, Inc. wishes to inform participants fairly and honestly that risks and dangers exist and are inherent in any wilderness and outdoor adventure and educational activities. Therefore I, the undersigned, in consideration of the services of Northwest Mountain School, Inc., its officers, directors, employees, contractors, agents, representatives, sponsors, advertisers and, if applicable, owners and lessors of property used in connection with the Program (collectively referred to in this Agreement as “NMS” or “Releasees”), hereby agree to release and discharge NMS, on behalf of myself, my heirs, assigns, personal representatives, dependents, and estate as follows:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death.

Disclosure of Known and Unknown Risks: I understand and acknowledge that the activities in which I will be involved while on NMS programs bear known risks and unanticipated risks which could result in serious injury, death, illness or disease, physical or mental, and/or damage to my property or to other persons. The following describes some, but not all, of those risks:

- (a) Accident while traveling to and from program locations and activities in NMS and other vehicles;
- (b) Travel and camping in remote locations where sophisticated medical facilities and attention will be absent, rescue and evacuation may be lengthy, hazardous and complex, and the assistance of outside agencies may not be readily obtainable;
- (c) Exposure to the forces of nature such as inclement weather, heat, cold, storms and lightning;
- (d) Hazards of travel in mountainous areas and of rock and mountain climbing, skiing, backcountry skiing and ski mountaineering, including, among other things, risks of stream and river crossings, rock fall, icefall, avalanches, falling trees, falls on steep slopes or rocky ground, crevasse falls, collisions with other persons, and high altitude;
- (e) Viral and/or bacterial infection, and exposure to venomous creatures;
- (g) Any attempt on my part to perform beyond my physical and/or mental ability, or the onset, recurrence or aggravation of any medical condition;
- (h) Failure of equipment, whether owned by me, or provided by or rented from NMS; and
- (i) Failure on my part or on the part of other program participants to comply with any NMS instruction.

NMS ACTIVITIES DO NOT TAKE PLACE IN A CONTROLLED ENVIRONMENT, AND WILL ALWAYS BE SUBJECT TO THE RISKS POSED BY THE FORCES OF NATURE AND TRAVEL IN REMOTE AREAS. THE NATURE AND EXTENT OF THOSE RISKS ARE NOT CAPABLE OF PRECISE DETERMINATION OR CONTROL. CERTAIN NMS ACTIVITIES ARE HAZARDOUS BY THEIR VERY NATURE.

2. Being aware that the program entails known and unknown risks of my serious injury, death or property damage, **I KNOWINGLY AND FREELY ACCEPT AND ASSUME ALL SUCH RISKS**, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES** or others, and assume full responsibility for my participation. My participation in the program is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of the risks.

3. I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will use my best judgment to remove or protect myself from the hazard, will immediately bring the hazard to the attention of the nearest NMS representative, and will follow all NMS instructions.

4. Sufficient Health and Insurance: I certify that I have sufficient health, accident and liability insurance to cover any bodily injury or property damage I may incur while participating in NMS activities and to cover bodily injury or property damage caused to a third party as a result of my participation in this event. If I have no such insurance, I certify that I am capable of personally paying for any and all such expenses or liability.

5. Photographs, Etc: I agree that NMS and its licensees may use, copy, distribute, display, broadcast and modify any photographs, drawings, sound, video or audiovisual recordings taken or made of me or provided by me for publicity, promotion, advertising, stock photo, catalog, website or other purposes, on any medium and via any content delivery system, and expressly waive any related right of privacy, compensation, copyright or other right.



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6. Medical Information; Drugs: I have accurately completed the medical information required of me, and I have consulted with a medical professional concerning my participation in NMS activities. In the event of illness or injury occurring while participating in such activities, I hereby consent in advance to whatever medical or surgical diagnostic and/or restorative procedure or treatment is considered necessary in the judgment of the attending physician, medical technician or other person furnishing medical services. I agree not to have in my possession or take any controlled substances during my participation in any NMS program, except as prescribed by my physician.

7. Release and Indemnity: I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE NORTHWEST MOUNTAIN SCHOOL (including all Releasees) from any and all claims, demands, losses, and liability arising out of or related to any INJURY, DISABILITY OR DEATH I may suffer, or loss or damage to person or property, which are related to, arise out of, or are in any way connected with my participation in the program, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

8. Disputes. This agreement shall be governed by and interpreted in accordance with the internal laws of the State of Washington, USA, without regard to principles of conflicts of laws. I hereby submit to the exclusive jurisdiction of the courts of the State of Washington with respect to any matter or dispute arising out of or relating to all and any of my agreements with NMS, and/or any act or omission of NMS, and venue for any such dispute shall be in Chelan County, Washington. If any phrase or clause in this agreement is deemed to be unenforceable, the remaining language shall nonetheless remain in full force and effect. In the event of any dispute between NMS and me or my representatives arising out of this Agreement, or in any other way relating to my involvement in NMS activities, the substantially prevailing party shall be paid by the other party its reasonable costs and expenses (including attorneys and other expert fees) incurred in the dispute, including such costs and expenses on appeal.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. IN SIGNING THIS AGREEMENT, I FULLY RECOGNIZE THAT IF ANYONE, INCLUDING ME, IS HURT OR DIES OR PROPERTY IS DAMAGED WHILE I AM ENGAGED IN NMS ACTIVITIES, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST NMS, OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, REPRESENTATIVES OR OTHER RELEASEES.

X _____
Participant's Signature Age Date

Print Name: _____ Email address: _____

Permanent Address: _____

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incident to the minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

X _____
Parent/Guardian Signature Date Emergency Phone Number(s)